

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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Toni R. Vaughn

Debtor(s)

The Bank of New York Mellon Trust Company,  
N.A., not in its individual capacity, but solely as  
Trustee of NRZ Pass-Through Trust EBO I for the  
benefit of the Holders of the Series 2017-1  
Certificates

Secured Creditor

vs.

CHAPTER 13

NO. 18-13032 JKF

11 U.S.C. Section 362

Toni R. Vaughn

Debtor(s)

Frederick L. Reigle Esq.

Trustee

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. Debtor filed a Chapter 13 Bankruptcy Petition on May 4, 2018.
2. The Bank of New York Mellon Trust Company, N.A., not in its individual capacity, but solely as Trustee of NRZ Pass-Through Trust EBO I for the benefit of the Holders of the Series 2017-1 Certificates (“Secured Creditor”) filed its Proof of Claim on June 26, 2018.
3. On July 11, 2018, Debtor filed an Amended Chapter 13 Plan which proposed paying Secured Creditor’s claim in full through the plan.
4. Debtor’s Amended Chapter 13 Plan was confirmed on September 26, 2018.
5. Since the filing of Debtor’s Chapter 13 Bankruptcy Petition on May 4, 2018, Secured Creditor has made the following escrow advances totaling \$5,537.62:
  - a. 8/22/18 – Tax Disbursement - \$2,489.34
  - b. 7/23/18 – HOI Disbursement - \$2,085.62
  - c. 6/15/18 – Tax Disbursement - \$962.66
6. Debtor and Secured Creditor now stipulate that Debtor shall be responsible for directly paying all property taxes and homeowners’ insurance going forward.
7. In accordance with this, Secured Creditor will de-escrow Debtor’s loan within thirty (30) days of this Stipulation being approved by this Court.

8. Debtor will provide Secured Creditor with proof of homeowners' insurance within thirty (30) days of this Stipulation being approved by this Court.

9. Debtor will file an Amended Plan to provide for the escrow advances in the amount of \$5,537.62 plus any pre-petition arrears within thirty (30) days of this Stipulation being approved by this Court.

10. Secured Creditor will file an Amended Proof of Claim to include the post-petition escrow advances in the amount of \$5,537.62 within thirty (30) days of this Stipulation being approved by this Court.. A 410A form shall not be required with this Amended Proof of Claim.

11. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

12. The provisions of this stipulation do not constitute a waiver by the Secured Creditor of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

13. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 15, 2018

By: /s/Rebecca A. Solarz, Esq.  
Rebecca A. Solarz, Esquire  
Secured Creditor

Date: October 16, 2018

/s/Erik Mark Helbing  
Erik Mark Helbing Esquire  
Attorney for Debtor(s)

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2018. However, the court retains discretion regarding entry of any further order.

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Bankruptcy Judge  
Jean K. Fitzsimon